

The Gazette of India

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No. 9] NEW DELHI, SATURDAY, FEBRUARY 28, 1953

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 21st February 1953 :—

Issue No.	No. and date	Issued by	Subject
39	S. R. O. 325, dated the 10th February 1953	Election Commission, India.	An amendment made in the Notification No. 56/2/53-20, dated the 6th February 1953.
40	S. R. O. 355, dated the 17th February 1953.	Ditto.	Election Petition No. 42 of 1952.
	S. R. O. 356, dated the 17th February 1953.	Ditto.	Election Petition No. 119 of 1952.
41	S. R. O. 357, dated the 18th February 1953.	Ministry of Food and (Agriculture).	Amendment made in the Cotton Seed (Control) Order, 1952.
42	S. R. O. 358, dated the 18th February 1953.	Election Commission, India.	Election Petition No. 93 of 1952.
43	S. R. O. 359, dated the 19th February 1953.	Ministry of Commerce and Industry.	The Development Councils (Procedural) Rules, 1952.
	S. R. O. 360, dated the 20th February 1953.	Election Commission, India.	Election Petition No. 225 of 1952.
45	S. R. O. 361, dated the 21st February 1953.	Ditto.	Election Petition No. 100 of 1952.
	S. R. O. 362, dated the 21st February 1953.	Ditto.	Election Petition No. 107 of 1952.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

ELECTION COMMISSION, INDIA*New Delhi, the 18th February 1953*

S.R.O. 363.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), incurred by the person whose name and address are given below, as notified under notification No. HY-P/52(18), dated the 11th June, 1952, have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri J. Satyanarayana, S/o Shri Laxminarayana Sastry, Nagarkurnool, Mahbubnagar District, Hyderabad.

[No. HY-P/52(30).]

P. N. SHINGHAL, Secy.

MINISTRY OF HOME AFFAIRS*New Delhi, the 18th February 1953*

S.R.O. 364.—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby exempts His Royal Highness Prince Reza Shah, Brother of His Majesty the King of Iran from the operation of the prohibitions and directions contained in the said Act in respect of the following arms and ammunitions:—

- (1) Two 12 bore double-barrelled shot guns;
- (2) One .375 Holland and Holland magnum single-barrelled magazine rifle;
- (3) One .465 Holland and Holland double-barrelled rifle;
- (4) One 8 mm. or 9.43 mm. single-barrelled magazine rifle;
- (5) One .38 special or .357 magnum pistol; and
- (6) Approximately three hundred and fifty rounds of ammunition for weapons mentioned at items (2) to (5).

[No. 9/9/53-Police(I).]

U. K. GHOSAL, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)**CENTRAL EXCISES***New Delhi, the 21st February 1953*

S.R.O. 365.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In the said Rules:—

1. For the proviso, in rules 14, 140, 154 and 192, the following proviso shall be substituted, namely:—

“Provided that, in the event of death, insolvency or insufficiency of the surety, or where the amount of the bond is inadequate, the Collector may, in his discretion, demand a fresh bond; and may, if the security furnished for a bond is not adequate, demand additional security.”

2. For the proviso in rule 48, the following proviso shall be substituted, namely:—

“Provided that where the amount of the bond is inadequate, the Collector may in his discretion demand a fresh bond; and may, if the security furnished for a bond is not adequate, demand additional security.”

[No. 8.]

CUSTOMS

New Delhi, the 28th February 1953

S.R.O. 366.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendments shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division), No. 77-Customs, dated the 19th August 1950, namely:—

In the said notification, after the words "Assistant Preventive Officers" the words "Women searchers" shall be inserted.

[No. 10.]

A. K. MUKARJI, Dy. Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 28th February 1953

S.R.O. 367.—In exercise of the powers conferred by sections 9 and 188 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following sub-para. 4-A shall be inserted after paragraph 4 in the rules published with the notification of the Board of Revenue (Separate Revenue), Madras, dated the 10th March 1910, namely:—

"4-A. Women searchers are specially employed for the prevention of smuggling. Their ordinary duties are those enumerated in sections 169, 170, 171, 173, 178 and 181 of the Sea Customs Act."

[No. 11.]

A. K. MUKARJI, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 19th February 1953

S.R.O. 368.—In exercise of the powers conferred by section 14 of the Iron and Steel Companies Amalgamation Act, 1952 (LXXIX of 1952), the Central Government hereby makes the following Rules, namely:—

1. **Short title and commencement.**—(1) These Rules may be called the Works Provident Funds (Amalgamation) Rules, 1953.

(2) They shall come into force at once.

2. **Amalgamation of Works Provident Fund.**—(1) As from the 1st day of January, 1953, all members of the Works Provident Fund of the dissolved Company shall be deemed to have become members of the Works Provident Fund of the Iron and Steel Company and the accumulations standing to the credit of the members of the Works Provident Fund of the dissolved Company as on the 31st day of December, 1952, shall, notwithstanding anything to the contrary contained in any rules, deed or instrument establishing such Fund, be deemed to have been transferred to the Works Provident Fund of the Iron and Steel Company.

(2) The amounts certified by the Trustees of the Works Provident Fund of the dissolved Company as representing loans advanced to the members and the contributions of the members hereof together with interest thereon up to and as at the date of the said transfer shall be treated and devolve as members loans and contributions under the rules of the Works Provident Fund of the Iron and Steel Company and the balance of all moneys standing to the credit of the members of the Works Provident Fund of the dissolved Company as on the date of the said transfer (hereinafter collectively referred to as the "transferred balances") shall be treated and devolve as the Company's contributions under the rules of the Works Provident Fund of the Iron and Steel Company.

3. **Transfer binding upon members.**—(1) The share of each member of the Works Provident Fund of the dissolved Company in the transferred balances shall be deemed to have been accepted by such members in lieu of the then present or future claim (if any) to which he might otherwise be entitled under the rules of the Works Provident Fund of the dissolved Company.

(2) The receipt by the Trustees of the Works Provident Fund of the Iron and Steel Company of the transferred balances shall be deemed to be a due discharge by each such member as aforesaid to the Trustees of the Works Provident Fund of the dissolved Company in respect of all claims of each such member in lieu of his share in the transferred balances against the Works Provident Fund of the dissolved Company or the Trustees thereof.

[No. SC(B)-45(22)/52/I.]

S.R.O. 369.—In exercise of the powers conferred by section 14 of the Iron and Steel Companies Amalgamation Act, 1952 (LXXIX of 1952), the Central Government hereby makes the following Rules, namely:—

1. Short title and commencement.—(1) These Rules may be called the Provident Institutions (Amalgamation) Rules, 1953.

(2) They shall come into force at once.

2. Amalgamation of Provident Institutions.—(1) As from the 1st day of January, 1953, all members of the Provident Institution of the dissolved Company shall be deemed to have become members of the Provident Institution of the Iron and Steel Company and the accumulations standing to the credit of the members of the Provident Institution of the dissolved Company as on the 31st day of December, 1952, shall, notwithstanding anything to the contrary contained in any rules, deed or instrument establishing such Institution, be deemed to have been transferred to the Provident Institution of the Iron and Steel Company.

(2) The amounts certified by the Trustees of the Provident Institution of the dissolved Company as representing loans advanced to the members and the contributions of the members thereof together with the interest thereon up to and as at the date of the said transfer shall be treated and devolve as members loans and contributions under the rules of the Provident Institution of the Iron and Steel Company and the balance of all moneys standing to the credit of the members of the Provident Institution of the dissolved Company as on the date of the said transfer (hereinafter collectively referred to as the "transferred balances") shall be treated and devolve as the Company's contributions under the rules of the Provident Institution of the Iron and Steel Company.

3. Transfer binding upon members.—(1) The share of each member of the Provident Institution of the dissolved Company in the transferred balances shall be deemed to have been accepted by such member in lieu of the then present or future claim (if any) to which he might otherwise be entitled under the rules of the Provident Institution of the dissolved Company.

(2) The receipt by the Trustees of the Provident Institution of the Iron and Steel Company of the transferred balances shall be deemed to be a due discharge by each such member as aforesaid to the Trustees of the Provident Institution of the dissolved Company in respect of all claims of each such member in lieu of his share in the transferred balances against the Provident Institution of the dissolved Company or the Trustees thereof.

4. Certificate of Auditors binding on all parties.—For the purpose of these Rules and notwithstanding anything to the contrary in the Rules of Provident Institution of the dissolved Company the books of the said Institution shall be made up as at the 31st day of December 1952 and the amounts standing to the credit of each Member as at such date shall be certified by the Auditors of the Provident Institution of the dissolved Company, Messrs. Lovelock and Lewes, Chartered Accountants, Calcutta. The amounts so certified by the Auditors shall be deemed to be final and binding on all the parties for all the purposes of the Rules of the Provident Institution of the dissolved Company and the Provident Institution of the Iron and Steel Company respectively.

[No. 13(2)-CT/50-CT(A).]

S. A. TECKCHANDANI, Under Secy.

New Delhi, the 20th February, 1953

S.R.O. 370.—Shri Neville Wadia has been appointed as a member of the Cotton Textiles and Cotton Control Committee set up under the late Ministry of Industry and Supply, Resolution No. 13(2)-CT/50, dated the 1st December, 1950 *vice* Mr. J. C. Burns.

[No. 13(2)-CT 150-CT(A)]

S. A. TECKCHANDANI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE*New Delhi, the 28th February 1953*

S.R.O. 371.—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order, 1947, as amended by the Government of India in the Ministry of Food & Agriculture Notification No. S.R.O. 2040, dated the 22nd December, 1951, I hereby authorise the officers specified in Col. 2 of the Schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Col. 1 to exercise, subject to such directions as may be issued by me from time to time in this behalf, the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order.

THE SCHEDULE

<i>State</i>	<i>Designation of authority</i>
Orissa	<ol style="list-style-type: none"> 1. All District Health Officers. 2. All Municipal Health Officers. 3. All Assistant Surgeons (Grade II) of Public Health Department. 4. All Assistant Health Officers. 5. All Health Inspectors.

[No. 2-VP(2)/53.]

M. R. BHIDE.

Vegetable Oil Products Controller for India.

MINISTRY OF EDUCATION**ARCHAEOLOGY***New Delhi, the 23rd February 1953*

S. R. O. 372.—In exercise of powers conferred by sub-section (1) of section 3 of the Ancient Monuments Preservation Act, 1904 (VII of 1904) the Central Government hereby declares the ancient monuments in the State of Bhopal described in the schedule annexed hereto to be protected monuments within the meaning of the said Act.

Serial District No.	Locality	Name of Monuments	Survey No.	Extent	Ownership	Boundary.	
1	2	3	4	5	6	7	8
1	Bhopal (Tehsil Diwan-ganj).	Sanchi . Buddhist monuments.	257/108 108/2 191/2 115 117 118 119 258/124 121 103/2 105 106 107 108/1 110 112 113 114 116 120	0—24 0—48 1—58 0—13 0—90 0—9 0—91 0—29 0—20 1—82 0—82 0—48 27—16 12—28 0—27 1—75 2—95 0—29 0—52 0—90	Government of Bhopal.	E. Manchi W. Metalled. road. N. Kana- Khera. S. Nagori.	

1	2	3	4	5	6	7	8
				262/107	5—28		
				122	0—42		
				123	0—38		
				124	0—39		
				164	0—51		
				165	08		
				167/1	1—00		
				168/1	0—56		
				191/1	68—20		
				256/107	0—46		
					Acres.		
2	Bhopal (Tehsil Huzoor)	Islam- Nagar.	Old palaces† Islam-Nagar	386	7—77	Govern- ment of Bhopal.	E. Fort wall. W. Fort wall. N. Garden and river. S. Metalled road.
3	Bhopal (Tehsil Raisen)	Raisen	Fort Raisen	856	7—44	Govt. of Bhopal.	E. Road to Sanchi.
				857	1—22		W. Raisen
				858	1—93		Town.
				859	63—30		N. Raisen
				860	1..9		Town.
				861	3..		S. Hills.
				862	.13		
				863	.14		
				864	.25		
				865	.5		
				866	.52		
				867	.3		
				868	.82		
				869	.14		
				870	.38		
				871	.2		
				872	.11		
				873	.11		
				874	.7		
				875	.6		
				876	.18		
				877	.2		
				878	.27		
				879	.23		
				880	.19		
				881	.18		
				882	8.45		
				883	1.60		
				884	.89		
				885	.52		
				886	13.50		
				887	3.73		
				888	9.77		
				889	1.6		
				890	2.31		
				891	1.30		
				892	12.40		
				975/888	.34		
				976/888	.15		
				977/886	.14		
				978/861	.14		
				992/882	.38		

[No. F. 4-1/53-A. 2.]

T. S. KRISHNAMURTI, Asstt. Secy.

MINISTRY OF HEALTH*New Delhi, the 18th February 1953*

S.R.O. 373.—The following draft of certain further amendments in the Drugs Rules, 1945, which it is proposed to make in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 21st May 1953.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendments

In the said Rules—

1. To rule 18, the following proviso shall be added, namely:—

“Provided that if the applicant fails to apply for renewal of a certificate of registration before the expiry of the certificate in force, the fee payable for the certificate of renewal of registration shall be hundred rupees.”

2. To sub-rule (1) of rule 69, the following proviso shall be added, namely:—

“Provided that if the applicant fails to apply for renewal of licence before the expiry of the licence in force, the fee payable for the renewal of the licence shall be rupees forty.”

3. To sub-rule (1) of rule 75, the following proviso shall be added, namely:—

“Provided that if the applicant fails to apply for renewal of licence before the expiry of the licence in force, the fee payable for the renewal shall be rupees forty.”

[No. F.1-4/51-DS.]

New Delhi the 23rd February, 1953

S.R.O. 374.—The following draft of a further amendment to the Drugs Rules, 1945, which it is proposed to make in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 31st May 1953.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In Schedule A to the said Rules, in Form 21 under the heading “Conditions of licence” for condition No. 4, the following condition shall be substituted, namely:—

“4. If the licensee wants to sell, or stock or exhibit for sale, or distribute during the currency of the licence additional products specified in Schedule ‘C’ but not included in this licence, he shall obtain permission to do so from the Licensing Authority. The permission shall be endorsed on the licence by the Licensing Authority. This licence shall be deemed to extend to the products in respect of which such permission is granted.”

[No. F. 1-13/52-DS.]

S. DEVANATH, Under Secy.

MINISTRY OF TRANSPORT*New Delhi, the 20th February 1953*

S.R.O. 375.—In exercise of the powers conferred by sub-section (3) of section 1 of the Road Transport Corporations Act, 1950 (LXIV of 1950), the Central Government hereby appoints the 2nd day of March, 1953, as the date on which the said Act shall come into force in the State of West Bengal.

[No. 28-T(5)/52.]

T. S. PARASURAMAN, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, the 17th February 1953

S.R.O. 376.—The following draft of a further amendment in the Petroleum Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 4 and sub-section (1) of section 29 of the Petroleum Act, 1934 (XXX of 1934), is published as required by sub-section (2) of section 29 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th March, 1953.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In Rule 119 of the said Rules:—

(a) in sub-rule (2) after the words "shall be made" the words "so as to reach the licensing authority" shall be inserted.

(b) after sub-rule (2) the following sub-rule shall be inserted, namely:—

(2-A) Every application under sub-rule (2) shall be accompanied by the licence which is to be renewed together with the approved plans attached thereto and the original treasury receipt showing the deposit of the renewal fee under the correct head of account.

[No. M-102(4)/53.]

New Delhi, the 18th February 1953

S.R.O. 377.—The following draft of a further amendment in the Explosives Rules 1940, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Explosives Act, 1884 (IV of 1884), is published as required by section 18 of said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th March, 1953.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In Rule 91 of the said Rules:—

(a) in sub-rule (3) after the words 'shall be made' the words 'so as to reach the licensing authority' shall be inserted.

(b) after sub-rule (3) the following sub-rule shall be inserted, namely:—

(3-A) Every application under sub-rule (3) shall be accompanied by the licence which is to be renewed together with the approved plans attached thereto and the original treasury receipt showing the deposit of the renewal fee under the correct head of account.

[No. M-102(4)/53.]

S.R.O. 378.—The following draft of a further amendment in the Carbide of Calcium Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 4 and sub-section (1) of section 29 of the Petroleum Act, 1934 (XXX of 1934), as applied to Carbide of Calcium by the notifications of the Government of India in the late Department of Industries and Labour No. M-826(1), dated the 15th October, 1936, in the late Ministry of Works, Mines and Power No. M-II-104(4), dated the 24th January, 1951 and in the late Ministry of Works, Production and Supply No. M-128(9)(vil), dated the 18th May, 1951, is published as required by sub-section (2) of section 29 of the said Act for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 15th March 1953.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government:—

Draft Amendment

In Rule 43 of the said Rules—

- (a) in sub-rule (2) after the words 'shall be made' the words 'so as to reach the licensing authority' shall be inserted.
- (b) after sub-rule (2) the following sub-rule shall be inserted, namely:—
 - (2-A) Every application under sub-rule (2) shall be accompanied by the licence which is to be renewed together with the approved plans attached thereto and the original treasury receipt showing the deposit of the renewal fee under the correct head of account.

[No. M-102(4)/53.]

S.R.O. 379.—The following draft of a further amendment in the Cinematograph Film Rules, 1948, which it is proposed to make in exercise of the powers conferred by section 4 and sub-section (1) of section 29 of the Petroleum Act, 1934 (XXX of 1934), as applied to the storage and transport of Cinematograph Films having nitrocellulose base by the notifications of the Government of India in the late Department of Labour No. Ex. 108, dated the 14th January, 1946, in the late Ministry of Works, Mines and Power No. MII-104(3), dated the 24th January, 1951 and in the late Ministry of Works, Production and Supply No. M-128(9)(vi), dated the 18th May 1951, is published as required by sub-section (2) of section 29 of the said Act for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 15th March, 1953.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In Rule 37 of the said Rules—

- (a) in sub-rule (2) after the words 'shall be made' the words 'so as to reach the licensing authority' shall be inserted.
- (b) after sub-rule (2) the following sub-rule shall be inserted, namely:—
 - (2-A) Every application under sub-rule (2) shall be accompanied by the licence which is to be renewed together with the approved plans attached thereto and the original treasury receipt showing the deposit of the renewal fee under the correct head of account.

[No. M-102(4)/53.]

New Delhi, the 23rd February 1953

S.R.O. 380.—In exercise of the powers conferred by section 5 of the Indian Explosives Act, 1884 (IV of 1884), the Central Government hereby directs that the following further amendment shall be made in the Explosives Rules, 1940, the same having been previously published as required by section 18 of the said Act, namely:—

Rule 109 of the said Rules shall be omitted.

[No. M-103(6)/52.]

B. S. KALKAT, Under Secy.

MINISTRY OF LABOUR

New Delhi, the 18th February 1953

S.R.O. 381.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes) in a dispute between the Union Bank of India Limited and their workmen.

AWARD

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY

PRESENT:

Shri S. Panchapagesa Sastry—*Chairman*.Shri M. L. Tannan—*Member*.Shri V. L. D'Souza—*Member*.

I. A. No. 39 OF 1952 IN REFERENCE NO. 1/52 (GOVERNMENT OF INDIA NOTIFICATION

(No. S.R.O. 36, DATED 5TH JANUARY 1952)

Union Bank of India Ltd.

Versus

Its Workmen

Appearances

BANK:

Shri R. J. Colab with Shri Vasant Vaidya of Messrs. Captain & Vaidya,
Solicitors and Shri F. K. F. Nariman, General Manager.

Workmen:

Shri N. R. Bagwaria, General Secretary, Union Bank of India Employees'
Union, Bombay.

AWARD

This is an application by the Union Bank of India Limited, Bombay which prays that this Tribunal may pass a Consent Award in terms of the settlement effected between the bank and all its employees both at Head Office and all its branches. The Bank has its Head Office in Bombay City. It has two branches, one at Kalbadevi Road and another at Mandvi, in Bombay City. It has also branches at Surat, Rajkot, Jamnagar, Jetpur and Veraval. The last four branches are situated in the State of Saurashtra. This bank is a banking company as defined in section 2 (bb) of the Industrial Disputes Act, 1947 (Act XIV of 1947), and has been included as a party to the reference before us.

2. It may be stated that this Bank was exempted from the award of the Sen Tribunal for the reason that at that time it had no branch or establishment in more than one State. Nevertheless, the Bank had improved its pay scale. It appears that there were proceedings before the Industrial Court in Bombay prior to the constitution of the Sen Tribunal. After the Bank was exempted by the Sen Tribunal those proceedings were revived.

3. As already stated this Bank has now been included in the reference before us. Its Capital stands at a figure of Rs. 40,00,000 and its Reserve Fund as on 31st December 1951 stood at Rs. 28,25,000 (in round figures). Its total deposits as on the same date amounted to Rs. 5,96,21,000. It paid a dividend of 6½ per cent. for the years ending 1949 and 1950 and 6-7/8th per cent. for the year 1951, free of income-tax.

4. After the reference to us the Bank made certain proposals of settlement, and the employees and the Bank have now arrived at a settlement. These settlements are marked as enclosures, Exhibits A to F to the petition before us. The settlement with the employees in Bombay City is marked Exhibit A. The settlements between the Bank and its employees at Surat, Rajkot, Jamnagar, Jetpur and Veraval are marked respectively Exhibits B, C, D, E and F. It is stated before us that all the employees at the branches have signed the original agreements which are filed before us except in the case of Bombay Offices where the settlement has been signed by the persons who are stated to be the elected representatives of the employees of these branches. Shri N. R. Bagwadia who is an employee in the Head Office in Bombay and also the General Secretary of the Union Bank of India Employees' Union and the Secretary of the Federation of Bank Employees, Bombay, stated before us that the terms of this settlement were placed for approval before the General Body Meeting of the employees at Head Office and branches in Bombay City and they were duly approved at such meetings by the employees present.

5. Notices were sent from the office of this Tribunal to the Bank as well as the Unions at all the above places fixing the date of hearing of this application. Except in the case of Surat, Rajkot and Jetpur, employees in other places have been duly

served. It is stated before us that at Surat, Rajkot and Jetpur there are no regular Unions of employees of the Bank. In accordance with the directions given by us the Bank has filed an affidavit that notice of the place and date of hearing of this application was displayed prominently at all its branches, including those at Surat, Rajkot and Jetpur. We have also before us letters of authority in favour of Shri N. R. Bagwadia purported to be signed by all employees of the Bank in all its branches outside Bombay. In terms they authorise, the said Shri Bagwadia or any other person to appear on behalf of the employees before this Tribunal for obtaining a Consent Award. In these circumstances, it may safely be taken that they are all willing and agreeable to the Consent Award in terms of the settlement.

6. We have been taken through the various terms of settlements between the parties. We do not find any of them to be so unreasonable or essentially unjust that we should hesitate to accept them. We had some slight doubt about the arrangements relating to working hours and payment of overtime but on further consideration we are unable to hold that what the parties have agreed to should not be accepted by us. We, therefore, pass an award in terms of the settlements come to between the parties and our general award will not be applicable to this Bank and its workmen.

BOMBAY;

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

The 29th January, 1953.

(Sd.) V. L. D'SOUZA, *Member.*

[No. LR-100(53).]

New Delhi, the 18th February 1953

S.R.O. 382.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the dispute between Talcher Coalfield Ltd., Talcher and their workmen.

AWARD

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1 Gurusaday Road, Ballygunge, Calcutta-19

Before Shri K. S. Campbell-Puri, B.A., LL.B.—*Chairman*

Reference No. 18 of 1952

BETWEEN

Messrs. Talcher Coalfield Ltd., Talcher

AND

Their workmen

Appearances.—

Shri Brajo Bandhu Das, Vice President, Talcher Coalfields Workers Union for the workmen.

Shri B. L. Banerjee, Assistant, Villiers Ltd., M/A Talcher Coalfield Ltd., assisted by Shri R. G. Gupta, Manager, Talcher Coalfields, for the Employers.

AWARD

By Notification No. LR-3(107), dated 11th December 1952, the Central Government in the Ministry of Labour was pleased to refer an industrial dispute existing between Messrs. Talcher Coalfield Ltd., Talchar and their workmen in respect of the matters specified in the Schedule which is reproduced as under:—

SCHEDULE

1. Wages and dearness allowance
2. Lead and Lift rates.
3. To what extent should the piece-rate system be introduced or extended.
4. Concessional supply of food grains, with particular reference to rice and dal.
5. Pay for the period of the stoppage of work from the 2nd November 1952.
6. Wages for enforced idleness.
7. Railway fare for workers proceeding on leave.

The usual notices were sent to the Secretary, Talcher Coalfield Workers' Union for filing their statement of claim with a copy to the Employers as well as to Messrs Talcher Coalfield Ltd. for submitting their written statement thereafter on the receipt of the statement of claim in a month's time. A communication from the General Secretary, Talcher Coalfield Workers' Union, Talcher, however, was received soon after the issue of notice to the effect that the workmen of Messrs Talcher Coalfield Ltd. had negotiated an amicable settlement with the Company in the presence of the Regional Labour Commissioner (Central), Dhanbad through Talcher Coalfield Workers' Union and after the settlement no dispute was left except the strike period wages for which enquiry was to be conducted by the Regional Labour Commissioner (Central), Dhanbad. It was further submitted in this communication that the Tribunal should give its award on the strike period wages only.

In view of the fact that this communication regarding the settlement of dispute was qualified with a rider asking the Tribunal to give an award on the strike period wages it was deemed necessary and proper to call upon the parties to show cause as to how this Tribunal was competent to make any award regarding the strike period wages when the same was not mentioned in the points of dispute under the reference and as such the question of jurisdiction was involved in pursuance of section 10(4) of the Industrial Disputes Act, 1947 (as amended). Another notice accordingly dated 8th January 1953 was issued to the parties to appear on 15th January 1953 for the ratification of the settlement if so desired as well as to show cause on the point of jurisdiction as said above. Shri B. L. Banerjee, Assistant, Villiers Ltd., M/A Talcher Coalfield Ltd. on behalf of the employers made his appearance on the 15th January 1953 but the representative of the Workers Union did not turn up and a telegram was received asking for an adjournment. The hearing was accordingly adjourned to this day the 10th February 1953. The Union to-day was represented by Shri Brajo Bandhu Das, Vice President, Talcher Coalfield Workers' Union and Shri B. L. Banerjee assisted by Shri R. C. Gupta, Manager, appeared for the Employers. The original Memorandum of Settlement (Ex. 1) was brought on the record and the statements of both sides were duly recorded for the purpose of ratification and reproduced in Appendix (A) with the award. The question about the payment of strike period wages was not pressed by the Union side and according to the statement of Shri B. L. Banerjee, made earlier on 15th January 1953, the same was pending before the Regional Labour Commissioner (Central), Dhanbad, and no date has yet been fixed. In the circumstances the dispute on the points referred to for adjudication under Order No. L.R. 3(107), dated 11th December 1952 has been settled in terms of the Memorandum of Settlement (Ex. 1) which is reproduced *ad verbatim* as below:

Ex. 1.—“Memorandum of Settlement in the dispute between the Talcher Coalfield Limited and the Talcher Coalfield Workers' Union.

Names of Parties:

Representing the Employers.—Shri S. K. Dutt, Managing Director.

Representing the Employees:—Shri Pobitra Mohan Prodhan, M.L.A.

Shri Broja Bandhu Dass, Vice-President.

Shri J. K. Roy, General Secretary.

Shri M. Sahoo, Representative.

Shri Golab Khan, Representative.

Shri P. B. Sahoo, Jt. Secretary.

The Parties agree to the following terms:—

1. No outsiders will be taken in the resumption of work.
2. All speedy efforts and endeavours will be made by the Company to admit all old workers according to requirements as soon as possible and practicable.
3. Wages, pays, bonuses etc. for the strike period will depend upon the legality and justifiability of the strike in question. This matter be referred to the R.L.C. (C) and other proper authorities for decision.
4. In view of the Company's strained financial condition for payment of arrear dues of bonus, rice, dal and overtime etc. to the labourers a sum of Rs. 20,000 in respect of rice, dal and overtime etc. will be given and a further sum of Rs. 50,000 for arrear bonus from 30th January 1948 to 30th June 1949 will be given. Of this total sum of Rs. 70,000, a sum of Rs. 10,000 for rice and dal will be immediately given. The bonus for quarter ending September, 1952, will also be paid immediately. The remaining sum of Rs. 60,000 will be paid in

four instalments of 2 months and a half each, in full and final settlement of all the claim of the labourers arising out of the Award of the Central Government's Industrial Tribunal at Dhanbad, dated 23rd and 28th April 1949.

5. Both the parties request the R.L.C. (C) to request the Government to withdraw the prosecution under Section 29 of the Industrial Disputes Act, 1947, against the Employers.

6. Both the Strike and the Lock-out are called off immediately.

Signature of Parties:—

Representing the Employers,—

(Sd.) S. K. DUTT.

Representing the Employees.—

(Sd.) P. M. PRODHAN.

(Sd.) BROJA BANDHU DAS.

(Sd.) JAYA KRISHNA ROY.

(Sd.) PRANABANDHU SAHOO.

(Sd.) M. SAHOO.

(Sd.) GOLAB KHAN.

(Sd.) S. N. SINGH, 12-12-52.

Signature of the Regional Labour Commissioner, Dhanbad.

CAMP: CALCUTTA;

The 12th December, 1952."

Now as the statements of claim or defence were not filed before the Tribunal by the parties, on the points referred to and the dispute has been adjusted earlier in terms of Ex. 1 reproduced above, I hold that no adjudication is called for and submit 'no dispute award' in aforesaid terms.

Encl:—Appendix (A).

K. S. CAMPBELL-PURI, *Chairman,*
Central Government Industrial Tribunal,
Calcutta.

CALCUTTA;
The 10th February 1953."

APPENDIX (A)

Calcutta, the 10th February 1953

Reference No. 18 of 1952

BETWEEN

Messrs. Talcher Coalfield Ltd., Talcher,

AND

Their Workmen

Appearances:

Shri Brajo Bandhu Das, Vice President, Talcher Coalfield Workers' Union, for the workers union.

Shri B. L. Banerjee, Assistant, Villiers Ltd., M/A Talcher Coalfields Ltd. assisted by Mr. R. G. Gupta, Manager, Talcher Coalfields.

Statement of Shri Brajo Bandhu Das.—The workers Union have come to an amicable settlement with the employers in terms of the Memorandum of Settlement, dated 12th December 1952. The same was signed by me on that date and I ratify the terms given therein. I was authorised by the Union to sign the agreement on behalf of the Union. The Memorandum of Settlement was also signed by Shri Jay Kishon Roy, General Secretary of the Union and also by some other members of the Executive Committee. There is no dispute left between the parties. We did not file any statement of claim on the receipt of the notice issued from the Tribunal's office because the dispute had already been settled. Let no dispute award be made. This settlement was arrived at and the memorandum of settlement drawn in the presence of Regional Labour Commissioner and Pabitra Mohan Pradhan, M.L.A.

R.O. & A.C.

(Sd.) K. S. C.

(Sd.) BRAJABANDHU DAS,—10-2-53

(Sd.) K. S. CAMPBELL-PURI.

Statement of Shri B. L. Banerjee.—I am authorised by the Employers to make this statement. I have just filed the original Memorandum of settlement which was made between the Talcher Coalfields Ltd. and the Talcher Coalfields Workers Union. The Memorandum was signed by Shri S. K. Dutt, Managing Director, in my presence. I identify the signatures of Shri Dutt on the settlement deed. There is no dispute left and it is prayed that no dispute award be made. The dispute has been resolved in terms of the Memorandum of Settlement and the Employers abide by those terms.

R.O. & A.C.

(Sd.) BENILAL BANERJEE,—10-2-53.

(Sd.) K. S. C.

(Sd.) K. S. CAMPBELL-PURI.

[No. LR-2(390).]

S.R.O. 383.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes), in respect of an application under section 33-A of the said Act preferred by Shri Heeralal Dani of the Punjab National Bank Limited.

AWARD

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY

PRESENT:

Shri S. Panchapagesa Sastry—*Chairman.*

Shri M. L. Tannan—*Member.*

Shri V. L. D'Souza—*Member.*

Complaint No. 85/52 under Section 33A of the Industrial Disputes Act, 1947.

Shri Heeralal Dani—*Complainant.*

Versus

Punjab National Bank Ltd.—*Opposite Party.*

AND

Application No. 93/52 under Section 33 of the Industrial Disputes Act, 1947.

Punjab National Bank Ltd.—*Applicant.*

Versus

Shri Heeralal Dani.—*Opposite Party.*

AWARD

One Shri Heeralal Dani, a workman employed as a cashier in the Bhilwara branch of the Punjab National Bank Limited, has filed the above complaint under Section 33A of the Industrial Disputes Act, 1947 alleging that the Bank is guilty of a contravention of the provisions of Section 33 of the aforesaid Act in suspending him. He prays for reinstatement and for other incidental reliefs. The Bank has also filed a reply statement justifying its action.

Subsequent to the filing of the complaint by the workman, the Bank has come forward with an application under Section 33 of the Industrial Disputes Act, 1947 for express permission of the Tribunal to dismiss the workman from its service.

Both these matters were taken up by the Tribunal on 22nd November 1952 when, at the instance of Shri B. N. Singh, Advocate for the Bank, an adjournment for a fortnight was granted. In view of the intimation from the Bank that a compromise was on foot they were kept pending.

We have now received letters from both the parties informing us that the dispute between the two has been amicably settled. The terms of settlement, embodied in a separate memorandum and signed by both the parties has also been received by us. In these circumstances we pass an award on the complaint (85/52) in terms of the settlement as follows:—

- “(1) that Shri Heeralal Dani hereby submits his resignation from the post of Head Cashier and the Bank agrees to pay him salary, allowances and bonus upto date i.e. 24th January 1953.
- (2) that the Bank further agrees to pay him a sum of Rs. 785 (Rupees seven hundred and eighty five only).

- (3) that the Bank agrees to recommend to the trustees refund of his contribution to the Provident Fund along with the Bank's contributions.
- (4) that Shri Heeralal Dani agrees to withdraw and hereby withdraws his case from the All India Industrial Tribunal (Bank Disputes), Bombay, where it is pending at the moment (as per copy of letter attached to as Appendix A) and further agrees not to raise the issues or the dispute with the Tribunal, any other authority, or Court of Law.
- (5) that the above terms shall be in full and final settlement and Shri Heeralal Dani will have no further claim whatsoever against the Bank."

No separate orders are necessary on the Bank's application(93/52).

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 4th February 1953.

[No. LR-100(18).]

S.R.O. 384.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes), in a dispute between the Central Bank of India Limited and the Allahabad Bank Limited and the workmen of each of the said banks.

AWARD

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES, BOMBAY)

PRESENT:

Shri S. Panchapagesa Sastry—*Chairman*.

Shri M. L. Tannan—*Member*.

Shri V. L. D'Souza—*Member*.

REFERENCE No. 5 OF 1952.

Between

Workmen of the Central Bank of India Ltd. and the Allahabad Bank Ltd. in the State of Uttar Pradesh.

And

(1) The Central Bank of India Ltd.

(2) The Allahabad Bank Ltd.

APPEARANCES:

Shri A. C. Kakar for Workmen.

Shri S. D. Vimadala, Bar-at-Law with Shri H. C. Captain Managing Director, for Central Bank of India Ltd.

Shri D. T. Lawrie for Allahabad Bank Ltd.

AWARD

This is a reference by the Central Government under Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The order of reference is dated 4th June 1952 and is published in the Gazette of India of 14th June, 1952 as Notification No. S.R.O. 1080. The Reference recites that the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India Ltd., and the Allahabad Bank Ltd., and the workmen of each of the said banks in respect of the matter specified in the schedule. The dispute referred for adjudication is set down as follows: "Whether each of the aforesaid banks is justified in withholding payment of bonus for the year 1951 from certain workmen employed in its branches in the State of Uttar Pradesh who are not observing the working hours prescribed by it from time to time".

2. The U.P. Bank Employees Union represented the case of the workmen and filed particulars of the dispute. The banks replied by way of written statements in answer thereto. Mr. A. C. Kakar appeared on behalf of the workmen. The

Central Bank was represented by Mr. S. D. Vimadalal and the Allahabad Bank by Mr. D. T. Lawrie.

3. True copies of the correspondence in relation to this subject matter in dispute were filed and were marked as Ex. E-series (for the workmen) and Ex. B-series (for the banks). The dispute relates to the withholding of bonus in respect of a few workmen of these banks employed in their branches in the State of Uttar Pradesh. The statement filed by the Union shows that 58 workmen of the Central Bank and 18 workmen of the Allahabad Bank have not been paid their bonus for the year 1951. The Central Bank states that 5 out of these 58 workmen have been paid their bonus on their subsequently expressing regret and agreeing to abide by the lawful orders of the bank.

4. The circumstances which led to the withholding of the bonus in the case of some workmen may now be set out. It is well-known that the Sen Tribunal fixed 36 hours per week as working hours in the case of clerical staff. Prior to this Shri B. B. Singh had, by his award, fixed 41½ hours per week for clerical and subordinate staff in U.P. State. The Sen Award was declared to be void *ab initio* by the Judgment of the Supreme Court, dated 9th April 1951. Thereafter the various disputes between the workmen and the bank managements had to be resolved afresh. Attempts were immediately made to have an agreement if possible or alternatively to have the disputes decided through a Board of Conciliation or a fresh Tribunal, if it became necessary to do so. There was a Tripartite Conference at Delhi attended by the representatives of the employers and employees and Government officials. That was on the 10th of May 1951. The Finance Minister and the then Labour Minister and the Secretaries of the Ministries of Finance and Labour of the Government of India were present. The Managing Director of the Central Bank of India was one of the representatives of the Indian Banks' Association. The Exchange Banks' Association also sent its representative. The question of working hours was one of the points discussed at this Conference. It is alleged by the workmen, but denied by the banks, that there was an agreement that the then existing working hours i.e., the working hours of Sen Award would be continued without alteration until there was a decision by a Board of Conciliation or a Tribunal. On the 22nd of May 1951 the Government constituted a Board of Conciliation. It appears that the issue of working hours was one of the questions referred to them. The Conciliation Board did not function as there was a legal defect in its constitution. On 17th July 1951 the Government of India cancelled their order constituting the Board of Conciliation which thus ceased to exist. Simultaneously a new Tribunal with Mr. Justice Divatia as the Chairman was constituted by a Notification of the Government of India. The Chairman and Members of this Tribunal resigned subsequently. There was no decision at all on this matter of working hours by this Tribunal either. Thereafter the Government constituted the present Tribunal by its Notification of 5th January 1952. The question of working hours is one of the items referred to this Tribunal for decision. This Tribunal gave an interim Award on this matter which came into force on the 4th August 1952.

5. According to the banks no agreement was arrived at regarding the continuance of the working hours fixed by the Sen Award, at the Tripartite Conference. They claim accordingly that they were entitled to exercise their inherent right to regulate their working hours. The Allahabad Bank by its Circular dated 28th April 1951 restored the working hours in force prior to the Sen Award. The Central Bank of India issued a Circular, dated 22nd May 1951 that the question of hours of work was under the consideration of the Managing Director, and till a final decision was reached and further instructions issued, the then existing hours of work would be continued. On 14th July 1951 another Circular was issued which stated in paragraph 4 as follows:— "As regards the hours of attendance for the staff, it is decided to revert to the position as existed before the date of the Award and the timings that prevailed before the date of the Award should be restored" i.e., the original timings and hours of attendance which prevailed before 31st July 1950. Paragraph 6 of the Circular further stated that the Banks were considering the matter of having a uniform arrangement in respect of hours of business for the public and bank's constituents besides the restoration of the clearing arrangements as they existed before the date of the Sen Award; until the matter was finalised and further instructions issued the hours of business for the public and the banks constituents then prevailing would continue. This meant that the reduced banking hours to the public which came into force after the Sen Award were continued till further instructions were forthcoming, although so far as hours of attendance for the staff were concerned the Sen Award hours were cancelled and the pre-Sen decision which provided for 41½ hours of work per week was restored. As a matter of fact it was only about November 1951 that the banking hours for the public were increased.

6. As already stated the position taken by the workmen was that there was an agreement or an understanding at the Tripartite Conference that the Sen Award working hours would not be changed until a Conciliation Board or a new Tribunal decided the matter afresh. The restoration of the pre-Sen working hours constituted a breach of this understanding and was also illegal. They therefore protested against this by various representations and resolutions which were communicated to the Banks and to the Government. Finding that there was no response the U.P. Bank Employees Union passed a resolution at a General Meeting held on 22nd August 1951 calling upon the workmen to observe only the Sen Award hours from 1st September 1951. It would appear that this campaign of non-observance of the revised hours of work as fixed by the bank and adherence to the Sen Award working hours by some of the employees in Uttar Pradesh was countered by the Banks by issue of warnings and notices threatening disciplinary action for disobedience of lawful orders. The intervention of the Labour Officers of the Government of India calling upon the Bank to desist from enforcing any change in the working hours and to maintain the *status quo* pending decision by an Industrial Tribunal and also directing the Banks not to take any disciplinary action against any member of the staff met with no response from the Banks. The Banks asserted that their action in restoring the pre-Sen hours was quite legal and was essential in the interest of smooth performance of the bank work, and the hours of work had been observed by practically all the workmen for two months and it was only at the instance of the U.P. Bank Employees' Union that the vexatious campaign of disobedience was started. It may be mentioned at this stage that the U.P. Bank Employees' Union also presented some applications under Section 33-A of the Industrial Disputes Act 1947 to the Central Government Industrial Tribunal at Calcutta complaining against the change in the working hours. That Tribunal presided over by Shri Campbell Puri passed an order, dated 31st October 1951, in the following terms, "With reference to his application No. 381/51, dated 28th October 1951 the Secretary, U.P. Bank Employees' Union, Aligarh, is informed that the cause of action relates to All India Tribunal and the successor to that Tribunal was Justice Divatia's Tribunal which has since been terminated. This Tribunal has no jurisdiction. As such the relative papers are filed". Thereafter the Central Bank of India by its circular dated 24th November 1951, conveyed a final warning to the defaulting members of the staff that if they should persist in their conduct in not immediately observing the restored hours of attendance and timings and should continue to infringe the rules and regulations of service the management would without giving any further notice take such disciplinary action against them including termination of service as the management may think proper in the best interests of the bank. By a subsequent communication addressed to the General Secretary of the U.P. Bank Employees' Union and the Managing Director of the Central Bank Shri Campbell Puri made it clear that his previous order did not mean that any verdict had been given by the Central Government Industrial Tribunal but only meant that the members of the Divatia had resigned and the proceedings before that Tribunal were thus terminated. In spite of all these moves and counter-moves the agitation by the U.P. Bank Employees' Union continued, and some of the employees did not choose to work beyond the Sen Award working hours, notwithstanding the final warning given by the Central Bank by its Circular, dated 24th November 1951 reiterating an earlier warning to the same effect given by its Circular of the 24th of October 1951.

7. The Allahabad Bank as already stated restored the pre-Sen Award working hours by its Circular, dated 28th April 1951. Though the workmen were observing these restored hours up to August 1951 there was some trouble when the U.P. Bank Employees' Union passed the resolution already referred to calling upon the employees to observe only the Sen Award hours from 1st of September 1951. Thereafter a few of the employees of this bank also declined to observe the new hours of work and stuck to the Sen Award hours only. About the end of December 1951, a circular was issued by the General Manager of the Allahabad Bank drawing the attention of the employees to the refusal of some members of the staff to comply with the instructions regarding the hours of work, and pointing out that such employees had rendered themselves liable to dismissal without notice and that in some cases even charges had been framed against a few where there was persistent disobedience. The circular further stated that the management had been taking a lenient attitude because a doubt had been cast on the legal position by certain statements emanating from Government and other sources, but that state of affairs could not be permitted to continue and the employees should understand precisely what their position was with regard to that matter. As the time for preparation of annual accounts was approaching the employees were finally given a stern warning that disciplinary measures would be taken against them which might result even in dismissal in extreme cases while others, who failed to work according to the revised increased hours

could not expect a share in any future bonus that might be declared. This circular was issued on 21st December 1951.

8. It may also be mentioned that the *Gazette of India* of 5th of January 1952 published two awards given by Mr. A. N. Sen. Dealing with this question of the right of banks to discontinue the working hours fixed by the Sen Award. The learned Adjudicator on the evidence before him held that a change of the working hours fixed by the Sen Award was not an alteration of the existing conditions of service and was within the legal competence of the banks and there was no necessity to obtain the previous permission of any Tribunal or Conciliation Board. He also held on the materials before him that there was no proof of the alleged agreement on the part of banks' representatives, either during the Tripartite Conference on the 10th of May 1951 or at any time later, not to change the working hours and to maintain the *status quo* until there was a decision by a Conciliation Board or a new Tribunal.

9. It was in these circumstances that the Boards of management of these two Banks decided to withhold the declared bonus for the year 1951 to such of the employees as had made default in observing the working hours prescribed by the banks. On the 16th of January 1952 the Board of Directors of the Central Bank passed the following resolution: "Sanctioned payment of a bonus to all the members of the staff at present serving in the Bank equivalent to 1/6th (one sixth) of the total basic salary drawn by them during the year 1951. Provided that the Managing Director may not allow payment of such bonus in case of any member whose work and/or conduct and/or attendance have not been found satisfactory, or who has made default in observing the hours of attendance and timings restored in July 1951, or who has in any way infringed the Bank's rules and regulations of service". The Allahabad Bank by its circular dated 25th February 1952 declared: "Disbursement of a bonus of two months' salary, exclusive of allowances, as drawn on the 31st December 1951, has been sanctioned to the staff and will be paid subject to the discretion of the Board in two equal instalments, the first on receipt of this intimation and the second on the 20th September. Bonus will be withheld in the case of those few employees whose names have been advised in terms of circular No. 175/23/783 of the 6th instant as having persisted in disobeying instructions to revert to the working hours in force prior to publication of the Sen Award notwithstanding the clear warning contained in circular No. 174/23/776 of 21st December, 1951".

10. It may be mentioned that the Central Bank of India has as many as 8000 employees in the State of U.P. of whom about 104 employees only are stated to have been guilty of this act of indiscipline in not observing the working hours. Even out of these 104 employees 51 are stated to have subsequently expressed regret after declaration of bonus in January 1952, and agreed to carry on their duties according to the revised working hours, and on that assurance received the bonus due to them which would have otherwise been declined. In the Allahabad Bank about 1300 employees work in the U.P. State, and only in respect of 18 of them bonus has been withheld.

11. The Central Bank paid about Rs. 23 lakhs by way of bonus for the year 1951. The amount withheld comes to only Rs. 7,420 or thereabouts. In the case of Allahabad Bank the payment of bonus came to about Rs. 5 lakhs, the amount withheld being only about Rs. 1,500. The dispute now is more on point of principle than on the magnitude of the amounts that are at stake.

12. A good deal of argument was advanced before us on the question whether there was in fact an agreement at the Tripartite Conference on the 10th of May 1951 at Delhi, that the Sen Award working hours should not be changed pending decision by a Board of Conciliation or a Tribunal. The workmen vehemently contended that there was such an agreement while the banks stoutly denied the same. Our attention has been drawn to some correspondence in this matter and also to some statements made in Parliament. The Hon'ble Minister for Labour made a statement in Parliament on the 31st of May 1951 that the Bank employers in the country had generally agreed not to disturb the salary scales, allowances and hours of work of their employees which were prevalent on April 1st 1951. Again during the passage of the Industrial Disputes (Amendment and Temporary Provisions) Bill in Parliament, the Hon'ble the Labour Minister stated: "An agreement had been reached between employers and employees that pending settlement through new Tribunal, the *status quo* should not be disturbed. Though other points of the Bank Award which had been invalidated had not been included in the Bill, it did not mean that any of the matters would be disturbed to the disadvantage of the employees. For example, an agreement had been reached between employers and employees that the hours of work would not be disturbed until the new Tribunal gave its award". In a letter from the Under Secretary to the Government of India in the Ministry of Labour to the Provincial Joint

Secretary of the Uttar Pradesh Bank Employees Union, Agra, dated 22nd June 1951 it is stated as follows: "Regarding working hours and overtime payments, the only general agreement arrived at the conference was that working hours would be continued as laid down in the award. The question of the rate of payment for overtime was not discussed. Government will however advise the banks regarding the desirability of paying overtime as if the hours of work were as suggested by the banks Tribunal". In the report submitted by Mr. N. Bhattacharya who represented the Indian Banks Association, during the proceedings of the Conference at New Delhi on 10th May 1951, it is stated: "There was a good deal of discussion about hours of work but nothing could be agreed.....Hours of work would be as at the present according to the Award. Other issues would be left to the Conciliation Board.....". A letter dated 12th June 1951 from the Joint Secretary of the Labour Ministry to the All India Bank Employees Association suggests that there was an agreement regarding working hours to the effect that the Sen Award hours should not be changed pending decision by a Conciliation Board or a Tribunal. On the other hand the letter written as early as 14th May 1951 to the Finance Minister, by the prominent representatives on behalf of the banks who attended the Tripartite Conference, sets out their understanding of the proceedings at that conference, and it contains no reference to any agreement relating to hours of work. It appears that a copy of this letter was endorsed to the Labour Ministry. Again on the 1st June 1951 the Managing Director of the Central Bank of India, the Manager, Chartered Bank of India, Australia and China and the Secretary and Treasurer of the Imperial Bank of India wrote to the Secretary, the Ministry of Labour, pointing out that the reported statement in Parliament of the Labour Minister that there was an agreement relating to hours of work was not correct. In a further communication dated 11th June 1951 to the Ministry of Labour the aforesaid signatories once again reiterated that the Hon'ble Labour Minister's statement in Parliament regarding an alleged agreement not to change the hours of work was not correct. Mr. Captain, Managing Director of the Central Bank and one of the representatives who attended the Conference denied before us that there was any such agreement. In this state of correspondence and statements made by high authorities it is somewhat difficult to reach a satisfactory conclusion. If it were necessary we would have come to a definite conclusion. But, as in our opinion such a conclusion is not needed for purpose of this case we do not record a finding. It is clear, at any rate, that even if we should find that there was no agreement at all as alleged there was certainly a genuinely mistaken impression on the part of many people who attended the Tripartite Conference on what was agreed to on this question of working hours. The attitude of the workmen therefore is not unintelligible. This was really appreciated by the Allahabad Bank, which in its circular of the 21st December 1951 stated as follows: "Realizing that doubt has been raised by statements emanating from Government and other sources, the Management have hitherto adopted a lenient attitude, but such a state of affairs, where it exists, obviously cannot be permitted to continue.....".

13. We will now proceed to discuss the main arguments before us. On behalf of the banks it was contended that the question of payment of bonus is merely *ex gratia* and there can be no industrial dispute with regard to the condition of eligibility in regard to payment of bonus. Mr. Lawrie who appeared for the Allahabad Bank stated that there might be an industrial dispute with regard to the quantum of bonus, and that as part of its decision relating to that enquiry, an Industrial Tribunal could deal with the validity of the conditions laid down for eligibility to the bonus which had been declared, or awarded by the Tribunal. But according to him if no question of quantum as such, was raised by way of an industrial dispute an auxiliary condition as to its eligibility could not by itself be the main or sole subject matter of a valid reference by Government. We do not agree with this view. There is no authority in support of this distinction, nor is there any sound principle behind it. The so-called *ex gratia* character of bonus payment no longer stands in the way of a valid industrial dispute being raised, and this is conceded by Counsel for the banks. The further suggestion is that unless the quantum of bonus also is the subject-matter of a dispute the rules of eligibility cannot by themselves form an independent subject-matter of a valid reference. We cannot uphold this distinction as correct or based on any logical or sound principle. Even if we uphold it, in practice it would mean that though the workmen were satisfied with the quantum of bonus but really dissatisfied with the rules of eligibility they would easily raise a dispute with regard to both so as to get an adjudication on the point on which they felt aggrieved. We think the distinction as suggested by Mr. Lawrie is pointless and is really unsound. We do not accept this contention.

14. Mr. Vinayadhal took a slightly different view. He said that the Reference before us assumed the validity of the change of working hours, but the reference merely called upon us to adjudicate whether the withholding of the bonus for

workmen who did not obey the revised working hours was valid. His argument was that the conduct of a few of the workmen amounted to gross disobedience of the bank's orders which were carried out by a very large majority of workmen and this conduct amounted to gross indiscipline and was calculated to deliberately create unrest where there was otherwise industrial peace. Such conduct, he contended, had to be condemned and the concerned workmen should be rightly punished for the same. Withholding of bonus was one method of showing disapproval of the Bank with reference to such conduct and could not be characterised as unjust or wanton discrimination. He also stated before us that the subject of payment of bonus was not capable of being an industrial dispute in relation to banking companies which under Section 10(1)(b)(ii) of the Banking Companies Act, 1949 (Act X of 1949), could not employ any person whose remuneration or part of whose remuneration took the form of commission or of a share in the profits of the company. We think that in cases where bonus has already been declared from the available surplus for a particular year's working and the quantum and/or the rules of eligibility are being challenged before an Industrial Tribunal Section 10 of the Banking Companies Act can have no application at all. We therefore over-rule this contention.

15. We now come to the question whether the order of withholding the bonus can be supported on any of the other grounds urged by Mr. Vimadala and by Mr. Lawrie. In answer to a specific question from the Tribunal, Mr. Captain, Managing Director of the Central Bank who was present and his Counsel Mr. Vimadala stated as follows: "This withholding of bonus in certain cases was not taken as a disciplinary action. It is not now sought to be justified before the Tribunal as a measure of disciplinary action although circumstances did exist which would warrant such action." In other words it was the case of the Bank before us that in withholding the bonus from the workmen concerned the Bank did not inflict a punishment for proved misconduct. Such an admission was made before us obviously for the following and other reasons: Firstly, no previous permission of this Tribunal was obtained for inflicting any kind of punishment on any workman as would be required under Section 33 of the Industrial Disputes Act, 1947 as the resolution authorising the withholding of bonus was passed after the 5th of January 1952 and during the pendency of proceedings before this Tribunal to which both these Banks are parties. Secondly, no charge sheet was given to any of the concerned employees individually or their explanations taken about this matter and considered on its merits before bonus was withheld. It is recognized by the banks that that is the normal procedure to be adopted by them, where punishment is proposed to be inflicted for alleged acts of misconduct. Such a procedure not having been followed in this case, no attempt was made before us to justify the withholding of the bonus as a measure of punishment. All that was urged before us really amounted to this and nothing more:—

In essence bonus payment still continued to retain its *ex gratia* character in so far as it allowed bank's management to withhold bonus in cases of certain employees with whose conduct it was not satisfied for some reason or other. For reasons already stated we do not agree with this view. We are therefore unable to hold that withholding of bonus in this case is justified.

16. A decision of the Full Court of the Labour Appellate Tribunal of India, reported in *The Mill Owners Association, Bombay V. The Rashtriya Mill Mazdoor Sangh, Bombay** deleted a condition inserted by the Industrial Tribunal that employees who had been dismissed for misconduct would not be entitled to payment of bonus. The Full Bench adopted the reasons given in paragraph 242 of the Award given by the Full Bench. Deprivation of bonus in such circumstances is calculated as a kind of double punishment. This is therefore in the opinion of the Full Bench a form of punishment. If so, the ordinary procedure for inflicting a punishment must be followed. Withholding of bonus in the present case is in truth a form of punishment inflicted on certain workmen because of their alleged breach of service rules. It cannot be regarded as a mere incidental result of applying a discretionary rule of eligibility which the bank is laying down while voluntarily making an *ex gratia* payment. It will be noted that the quantum of bonus withheld does not bear even any relation to the period of unjustified absence from duty. We cannot but conclude that this is really a kind of punishment on persons who were considered by the bank to have deliberately broken the rules of discipline imposed on them.

17. At a late stage in his arguments Mr. Vimadala contended that even if the Tribunal should hold that withholding of bonus in the circumstances of the case amounted to a punishment of the workmen and even if it required the previous permission of the Tribunal under Section 33 of the Industrial Disputes Act, the merits of the dispute were open for investigation by us. He strongly urged that there being no dispute as to facts the workmen having deliberately disobeyed lawful orders of the bank, withholding of bonus even as a measure of punishment

could be justified. We are however unable to entertain this plea at this stage. As already stated the Central Bank's case was that this measure was not intended as a disciplinary action and was not taken as such. It is admitted that the usual procedure relating to disciplinary action was not taken. No charge sheet was given to any of the workmen individually, nor their explanations taken and considered. The Allahabad Bank also in paragraph 19 of its reply states that "it has not punished any employee in contravention of that section" (Section 33 of the Act). In paragraph 20 the Allahabad Bank states that their circular dated 21st December 1951 made it clear to the employees that if they failed to comply with the Bank's instructions regarding hours of work they would not become entitled to share in any future bonus. In pursuance of the aforesaid circular and the further circular dated 25th February 1952 bonus did not become payable to and was therefore withheld from those employees. It would not be right now to allow the Banks to change their case and try to justify withholding of bonus on the ground that it was a proper and legitimate punishment for acts of indiscipline committed by the workmen concerned. It is also conceivable that some of the workmen may have some reasonable explanation in justification of their conduct or at least in extenuation of the same. We found that even the banks admitted that some workmen though they actually worked according to revised hours continued to mark in the attendance register as if they were working only for the hours fixed by the Sen Award. In view of this possibility it would not be right to hold *en bloc* that all the workmen with whom we are now concerned must be taken to have wantonly disobeyed the orders and committed acts of misconduct which would justify the imposition of punishment. We therefore reject this alternative contention put forward at a late stage by Mr. Vimadalai, particularly as it would involve a direction to make fresh enquiries in the case of each of the concerned workmen.

18. The workmen also contended that apart from these considerations there was discrimination practised against them in the matter of withholding of the bonus in some offices in the state of United Provinces where the Sen hours of work continued to be observed and the workmen were given bonus. Both the Banks denied this. It was explained to us that bonus which should have been withheld in such cases was paid to some workmen who expressed regret for their conduct and promised to behave better in future. In some cases although workmen had really marked in the attendance register that they worked only for Sen Award hours, in truth they observed the revised working hours of the bank, and wherever the Agents certified that that was the case, they were given discretion to release bonus. We accept this explanation of the banks and we do not uphold the contention of the workmen that there was discrimination even amongst those who persisted in not observing the restored hours of work.

19. In the view that we have taken it is unnecessary to deal with the question whether there was an agreement in fact not to change the hours of work, and if so for what length of time, and whether such an agreement would legally bind all the banks and whether the alteration of hours of work without getting the permission of the Conciliation Board or of Justice Divatia's Tribunal or the Central Government Industrial Tribunal would really make the banks liable for contravention of Section 33 of the Industrial Disputes Act. We find that immediately after our interim award was passed which came into effect on the 4th of August 1952, the U.P. Bank Employees' Union wrote to the bank managements as follows: ".....the dispute which was existing between you and the employees comes to an end. Though the hours have been increased from 36 to 39 for an interim period subject to final determination of this issue, yet the fact remains that the working hours increased by you are also not appreciated by the Tribunal. In any case the valid dispute which was existing since so many months back and on which you refused to give bonus to those who did not agree to your increased timings comes to an end by this Award. Under these circumstances it will be appreciated that you without fighting this issue before the All India Industrial Tribunal (Bank Disputes) release the 'bonus' to those who have still not been paid and pave way for mutual good relations." The banks apparently considered this dispute as involving a question of principle, and notwithstanding the union's overtures for peace did not see their way to agree to their proposal. It is but right to add that where hours of work are legally fixed it would be serious misconduct on the part of workmen not to observe them particularly by way of concerted and planned action and they take the risk of disciplinary action being taken against them if they persist in such conduct even after warning. In the present case if the appropriate procedure for taking disciplinary action had been followed and the banks had come to a conclusion to withhold bonus as sort of punishment we would have had to consider whether there was not really misconduct in fact, and whether that method and form of punishment was justified. It is unnecessary for us to decide these questions in the view that we have taken for reasons stated above. In conclusion, our award is that the withholding of

bonus in these cases is not justified, and we direct that the amounts withheld should be released and paid to the concerned workmen within a fortnight from the date of publication of this Award.

20. We wish to add that we are quite satisfied that the banks' action in withholding the bonus was one in entire good faith and not actuated by any idea of victimizing the workmen. Most of the employees had no objection to work according to the revised hours. It is only a very small minority that declined to do so. The banks had made their position quite clear from time to time and had given ample warnings to the recalcitrants. They had been patient for a very long time hoping that this agitation on the part of a few workmen would die down. It was only as a last resort they were compelled to take some action or other to mark their censure and disapproval of the defiant attitude adopted by the concerned workmen. Although we have held that the order withholding bonus could not be sustained as the banks did not adopt the correct procedure for inflicting such a form of punishment for wilful disobedience of lawful orders, this finding does not amount to an endorsement of the view that the attitude of the workmen was proper, right or even legal. On the other hand, we do not commend or approve of their action, with this expression of opinion we trust that both parties will now regard this incident as closed.

S. PANCHAPAGESA SASTRY, *Chairman.*

M. L. TANNAN, *Member.*

V. L. D'SOUZA, *Member.*

BOMBAY,

The 2nd February 1953.

[No. LR-100(23).]

S.R.O. 385.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes), in a dispute between the United Commercial Bank Limited and its workmen.

AWARD

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY
BOMBAY

PRESENT:

Shri S. Panchapagesa Sastry—*Chairman.*

Shri M. L. Tannan—*Member.*

Shri V. L. D'Souza—*Member.*

SERIAL NO. 25 IN REFERENCE NO. 2 OF 1952

(S.R.O. 42, DATED 8TH JANUARY 1952)

Shri Daroga Singh

Versus

United Commercial Bank Ltd.

AWARD

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42, dated 8th January 1952. It appears in the schedule as Serial No. 25 and the nature of the dispute as set out therein is as follows:—

"Discharge from Service"

2. Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file a statement of his case on or before 20th February 1952. As the office was not able to trace the postal acknowledgment in respect of the same, fresh notice by registered post was issued on 28th July 1952 calling upon the workman to file a statement of his case on or before 14th August 1952. The attested copy of the receipt sent by the Postmaster shows that this notice was received by the workman on 2nd August 1952. We have not received so far any statement from the workman though the date for receipt of the same expired long ago. It does not therefore appear that there is any dispute

which calls for adjudication. In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 6th February 1953.

[No. LR-100(30).]

New Delhi, the 20th February 1953

S.R.O.—386.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, in respect of an industrial dispute between the Punjab National Bank Limited and their workmen.

AWARD

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1 Gurusaday Road, Ballygunge, Calcutta-19

Before Shri K. S. Campbell-Purl, B.A., L.L.B., *Chairman.*

Reference No. 10 of 1952 .

BETWEEN

The Punjab National Bank Ltd.

AND

Their workmen.

Appearances: Shri S. Sanyal, Secretary, assisted by Shri C. R. Bose, Assistant Secretary, Punjab National Bank Employees Union, Calcutta, for the workman.

Shri Somesh Chandra, District Manager, for the Bank.

AWARD

By Notification No. LR-100(40), dated 20th June 1952, Government of India in the Ministry of Labour referred an industrial dispute existing between the employers in relation to the Punjab National Bank Ltd., and their workmen in respect of the matters specified in Schedule I annexed thereto, which reads as follows:

SCHEDULE I

1. Wrongful dismissal of the workmen mentioned in Schedule II and their reinstatement.

2. In the event of any order for reinstatement payment of wages and allowances etc. from the date of dismissal to the date of reinstatement.

The names of the workmen were mentioned in Schedule II which is also reproduced as under for facility of reference:

SCHEDULE II

S. No. (1)	Name of workmen (2)	Designation (3)	Department or branch (4)
1.	Shri K. P. Pandey.	Assistant Cashier.	Cotton St., Calcutta.
2.	Shri Desraj Dhingra.	Head Cashier.	Branch office, Ranchi
3.	Shri Gopal Saran Tewari.	Cashier.	Branch office, Patna, Bankipore
4.	Shri Ram Charitra Prasad.	Cashier.	Branch office, Patna, Bankipore.
5.	Shri Kusheswar Dubey.	Cashier.	Branch office, Patna, Bankipore.
6.	Shri Ram Kishan Singh.	Cashier.	Branch office, Patna City.

Usual notices were issued to the Punjab National Bank Employees Union Calcutta, for filing statement of claim in a month's time with a copy to the other side as well as the Bank to file their written statement a month thereafter. The parties however asked for extension of time and ultimately the pleadings were completed by the end of October 1952. The actual hearing came up in due course on 4th February 1953 in the presence of Shri Somesh Chandra, District Manager for the Punjab National Bank and Shri S. Sanyal, Secretary and Shri C. R. Bose, Assistant Secretary of the Punjab National Bank Employees Union. Both sides stated that negotiations were afoot for coming to an amicable settlement in the dispute and asked for an adjournment for finalising the terms of settlement. The hearing was accordingly adjourned to this day the 6th February 1953 when the deed of settlement (Ex. 1) was placed on the record and the parties prayed for the recording of the settlement and passing an award by implementing the terms of agreement. The statements of both sides were recorded for the purpose of ratification of the agreement and copies of these statements are herewith enclosed in Appendix I. The deed of settlement whereby the dispute has been adjusted between the parties is reproduced as follows:

Ex. 1:

"The Chairman,

Central Government Industrial Tribunal,
Calcutta.

Dear Sir,

The parties have come to a settlement in the undernoted cases fixed for hearing before your Lordship for 6th February 1953. It is prayed that this settlement may kindly be recorded:—

1. *Shri Gopal Sharan Tewari*.—The Union withdraws its application.
2. *Shri Ram Charitra Prasad*.—The Union withdraws its application.
3. *Shri Kusheswar Pd. Pandey*.—The Union withdraws its application.
4. *Shri Ramkishan Singh*.—He was discharged on payment of one month's salary in July 1951. He is employed in The Imperial Bank of India since 1st August 1951. The Union, however, states that he is employed as a temporary hand. In case he is not absorbed in permanent cadre in The Imperial Bank of India within a period of six months and is discharged by The Imperial Bank of India for the reason that he is a temporary hand, the Contractor Cashier of The Punjab National Bank Ltd. agrees to absorb him in his Staff as Assistant Cashier at Patna City or Patna Bankipore branch on his conforming to the requirements of the Contractor Cashier regarding—Security Deposit etc. As he is already in service, he will not be entitled to any back pay and allowances.
5. *Shri Desraj Dhingra*.—He is prepared to give an undertaking that he would not give any chance of complaint regarding his conduct in future. On his giving such an undertaking, the Bank will persuade the Contractor Cashier to absorb him as Assistant Cashier at any of the branches in Bihar of which he holds the Cash Contract. Shri Dhingra agrees that if there is any complaint against him in future, he will be liable to be discharged without any notice. He will not be entitled to any back pay and allowances, but his continuity of service will be maintained.
6. *Shri Kashi Prasad Pandey*.—He was discharged on account of shortage of Rs. 100/- and Rs. 30/- in Cash while he was working as an Assistant Cashier at Burrabazar and Bhowanipore branches respectively. He represents that it was an omission on his part and undertakes to be careful in discharge of his duties in future. The Bank agrees to absorb him as Godown Keeper or Assistant Cashier in Bihar or U.P. on his conforming to the Bank requirements or the requirements of the Contractor Cashier as regards the Security Deposit etc. His continuity of service will be maintained.

For and on behalf of

THE PUNJAB NATIONAL BANK LTD.

THE PUNJAB NATIONAL BANK EMPLOYEES, UNION (RD. NO. 1240)

(Sd.) SOMESH CHANDRA, District Manager.

CALCUTTA;

The 6th February 1953.

For and on behalf of

(Sd.) S. B. SANYAL, Secretary.

(Sd.) C. R. BOSE, Asst. Secretary.

It will be seen that in the case of (1) Shri Gopal Sharan Tewari, (2) Shri Ram Charitra Prasad (3) Shri Kuseswar Pd. Pandey, the Employees Union withdrew their claim and their claim shall be deemed to have been withdrawn. In the case of (4) Shri Ramkrishen Singh, (5) Shri Desraj Dhingra and (6) Kashi Prasad Pandey, their claim stands adjusted in terms of the deed of settlement (Ex. 1) reproduced above, mentioned against their names respectively at paragraphs 4, 5 and 6

Now, therefore, this Tribunal makes its award in terms aforesaid this the 6th day of February 1953.

Encl: Appendix 1

(Sd.) K. S. CAMPBELL-PURI, *Chairman.*
Central Government Industrial Tribunal, Calcutta.

APPENDIX I

Calcutta, the 6th February 1953

Reference No. 10 of 1952

Punjab National Bank Ltd. Vs. Their workmen.

Appearances: Shri Somesh Chandra, District Manager, for the Punjab National Bank Ltd. for the Bank.

Shri S. Sanyal, Secretary, P. N. Bank Employees Union, Calcutta, assisted by Shri C. R. Bose for the workmen.

Statement of Shri Somesh Chandra, District Manager, Punjab National Bank Ltd.

I am authorised on behalf of the Bank in my capacity as District Manager to come to an agreement or proceed with the conduct of the case. I hereby state that the Bank has settled the dispute referred to the Tribunal pertaining to the cases of Shri Gopal Chand Tewari, (2) Shri Ram Charit Prasad, (3) Shri Kusheswar Pandey, (4) Shri Ram Kissen Singh, (5) Shri Des Raj Dhingra, (6) Shri Kashi Prasad Pandey in terms of the agreement Ex. 1. I have signed the agreement on behalf of the Bank and we abide by the terms of the agreement.

R.O. & A.C.

(Sd.) K.S.C.

(Sd.) SOMESH CHANDRA.

(Sd.) K. S. CAMPBELL-PURI.

Statements of Messrs. S. B. Sanyal and C. R. Bose: Secretary and Assistant Secretary of the Employees Union

The claim on behalf on the employees mentioned in the reference was filed by Punjab National Bank Employees Union and the dispute having now been settled in terms of the agreement Ex. 1 we request that the settlement may be recorded and implemented in award for the purpose of adjudication. We are authorised to state on behalf of Shri Gopal Chand Tewari, Shri Ram Charita Prasad and Shri Khushewar Pandey that they have withdrawn their claim while in the case of others viz., Shri Ram Kissen Singh and Shri Des Raj Dhingra and Shri Kashi Prasad Pandey the dispute has been settled in terms of the agreement embodied in Ex. 1. The agreement has been arrived at without any duress or coercion and has been signed by both of us on behalf of the Punjab National Bank employees Union.

R.O. & A.C.

(Sd.) K.S.C.

(Sd.) S. SANYAL,—6-2-53.

(Sd.) C. R. BOSE.

(Sd.) K. S. CAMPBELL-PURI.

The 6th February 1953.

[No. L.R. 100(40).]

P. S. EASWARAN, Under Secy.

